

[Mr. Greenhead produces copy letter Griffiths to Arrowsmith (see Exhibit S).]

I have a copy of that letter (14/10/02). To get a reply from Arrowsmith would require a few days. I cannot speak as to the dates.

The letter refers to a property Mr. Greenhead was about to purchase. I searched the title, and found the title was lost. I wrote to Mr. Arrowsmith, who was advancing the money, informing him as to the state of the title. The deed went through, and everything was fixed up. I produced the letter to the Court, as you alleged I had not been careful enough. Mr. Arrowsmith wished me to take over the property, as he was too ill to bother with you, and then he asked Mr. Hill, who took it over, and put you in a position to regain your property.

I handed the documents to Mr. Mahony, who was acting under my instructions. If any documents were produced to Mr. Cotter and Mr. Brookfield, then the documents on Mr. Mahony's file were the documents produced, and there are no other documents.

If you were sued for rent I gave instructions to sue you. You confessed judgment. All the documents on Mr. Mahony's file, which are marked by the Registrar, were produced before His Honour Mr. Justice Edwards. I have not seen any other documents. I have not the slightest doubt these are the only documents and that there are no others. I remember your saying that was not your signature to the agreement, and I replied "That is nonsense." The alterations were made before the documents ever came into my hands. I recollect your telling the Judge that the signature on the agreement and the initials were not yours. Both the agreements were before the Judge.

I have read the covenant (5) in the lease. I cannot remember whether I exercised any powers under that covenant. I do not remember taking any action to put you out.

I have read the letter Mr. Mahony to you dated the 7th February, 1903 (see Exhibit J). I instructed Mr. Mahony to write that letter. Mr. Hill had not assigned to me by deed at that time. We expected when the policy matured that everything would be settled up. When Mr. Hill died I instructed Mr. Mahony to hand me all the securities.

I have read Mr. Mahony's letter of the 18th February, 1903, to you (see Exhibit J). If the estate was not absolutely assigned to me at that time it was not my fault, but I instructed Mr. Mahony to write the letters.

I have nothing to show the life policy was in Arrowsmith's estate. I only know what Mr. Hill told me, and the entries in Mr. Hill's books. I paid the premiums to keep the policy alive from 1900 to 1904 out of the Arrowsmith estate. I have no writing to show the connection of the policy with Arrowsmith's estate.

I cannot say if the policy was assigned on the 11th July, 1903. According to the policy the date of assignment to me was the 16th October, 1903. The assignment must have taken place at Mr. Mahony's office. I do not remember if Mr. Cossar and Mr. Mahony were present when I signed that form. I do not think they were. I did not see Mrs. Hill sign, but I know it is her signature. I say on the face of it that policy is legally assigned to me.

The only time I remember Mr. Buddle was present in Mr. Mahony's office was when he read over an apology from Mrs. Hill. I think on that occasion there were some documents signed.

I gave Mr. Mahony instructions to sue you for rent in arrear. The agreement secured rent due when the policy matured, but did not debar us from suing for rent in arrear.

The account you produce (see Exhibit J) was made out by Mr. Mahony on my instructions. It is correct. You were sued on it, and we got judgment for it.

CHAS. F. GRIFFITHS.

I have nothing to say concerning the correspondence (Exhibit O) read by Mr. Greenhead between myself and Mr. Greenhead and Mr. Mahony and Mr. Greenhead. Four of the letters are marked by the Registrar of the Supreme Court.

CHAS. F. GRIFFITHS.

Taken at Auckland, this 19th day of December, 1907,
before me,—

HERBERT W. BRABANT,
Stipendiary Magistrate.

FREDERICK WILLIAM BROOKFIELD saith,—

I am a solicitor practising at Auckland.

To Mr. Greenhead: I remember your seeing me with reference to moneys claimed by Arrowsmith's estate. You called with reference to an originating summons issued by the A.M.P. Society. I saw Mr. Mahony on your behalf. This was an originating summons issued by the society to get a decision as to what should be done with certain moneys due under a policy on Greenhead's life. The policy had been assigned, and Mr. Greenhead had given notice to the society not to pay under the assignment. I advised you to let the money be received by the claimant, because, as I pointed out to you, if you did not do so, you would only incur unnecessary expense, it being clear to me that somebody was entitled under the assignment, and I told you it would not matter to you who got the money so long as you got credit for it as against the money due under the assignment, and so long as any balance was allowed off your purchase-money for the land. You fell in with the advice, and withdrew your opposition, and the money was paid over to whoever claimed it—Mr. Mahony, I think. I attended at Mr. Mahony's office to see what claims they were making, and to see the assignment. Mr. Mahony, when first I went up or subsequently on same day, showed me a statement giving as nearly as he could make out the amount that was due. Either he supplied me with a rough copy or I took one. I told you what the amount was, or showed you the rough copy. I remember it for this reason, because Mr. Mahony had some pencil notes as to some costs on the statement, and was not quite sure whether they were to be charged. I could not tell you from recollection whether I wrote to Mr. Mahony. It would be about the time I withdrew your opposition to paying the money. No doubt I brought the deed to my office for you to see, but I do not